GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY, PAYMENT AND GUARANTEE

of Kraker Trailers Axel B.V., located at Vaartwijk 7, 4571 SV Axel, the Netherlands, lodged with the Chamber of Commerce and Industry under number 22055289.

Art. 1 Definitions

As used in these terms and conditions, the following terms shall have the following meanings:

1.1 Distributor: distributor of Kraker products in a certain specified area or country in Europe.

1.2 In writing: correspondence per letter, e-mail or fax.

1.3 Final client: the final buyer of the products.

1.4 Guarantee claim form: Application form that must be completely and correctly filled in for the correct handling of any guarantee claim. A current version of this form can be downloaded from www.krakertrailers.eu.

1.5 Kraker guarantee procedure: see art 10 of these conditions.

1.6 Normal maintenance: maintenance according to the conditions prescribed by Kraker or prescribed by the supplier of the component.

1.7 Normal use: loading and/or unloading of equally loaded non-corrosive material, well fixed and secured, on good maintenance roads, where gross weight and speed of the trailer do not exceed the indicated values applicable for the trailer. With regard to stationary installation normal use means moving equally loaded non-corrosive material, with weight that does not exceed the capacity indicated by Kraker.

1.8 Construction defect: permanent deformation and damage to the chassis or body-construction not caused by overloading or negligence by the user.

1.9 Products: goods made by Kraker.

1.10 Product delivery date: the date mentioned on the invoice, not being a deadline.

1.11 Return parts form: Application form that must accompany defect parts that are returned to Kraker. A current version of this form can be downloaded from www.krakertrailers.eu.

1.12 Service Level Agreement: Agreement between Kraker and service partners selected and approved by Kraker, allowing these partners to carry out repairs on behalf of Kraker and on Kraker trailers.

1.13 Service Partner: Company or person with whom Kraker has agreed a Service Level Agreement. A current overview of recognized service points is available at www.krakertrailers.eu.

1.14 Standard guarantee period: 1 year for all types of trailers. For types CF Best, CF200 and CF400 this period can be prolonged to 5 years provided the additional conditions will be fulfilled (see articles 10.10, 10.11 and 10.12). In no event the guarantee period will exceed 6 years from the date Kraker delivered the product to a distributor or another party.

1.15 Trailers: moving floor trailers and all other trailer and/or truck bodies and constructions manufactured by Kraker.

Art. 2 Applicability

2.1 These terms and conditions are applicable to all offers, transactions and relations between Kraker and the final client, user of the trailers or other third parties with regard to Kraker trailers and other products, regardless of the place(s) of residence or establishment of the parties to the contract and regardless of the place were the contract was established or should be carried out.

2.2 These terms and conditions prevail over any terms and conditions used by the final client or other third party. Kraker explicitly dismisses the applicability of terms and conditions used by the final client or third parties, unless they have been expressly accepted by Kraker in writing.

2.3 If any stipulation of these terms and conditions should for whatever reason be void, non enforceable or dissolved, all other parts remain intact and enforceable.

Art. 3 Offers

3.1 All our offers are entirely without obligation.

3.2 Orders placed by phone, in writing or through our representatives, service partners or distributors are only binding for Kraker after Kraker has confirmed them in writing or from the moment Kraker has made a start on their execution.

Art. 4 Terms of delivery and orders

4.1 The sales of products to the final buyer shall be performed on the basis of placed orders under condition of their final acceptance by Kraker.

4.2 Kraker reserves the right to deny any order on ground of supply or technical difficulties.

4.3 Unless otherwise expressly agreed in writing, an agreed delivery date is entirely without obligation and is not a deadline.

4.4 The buyer has no right to dissolution, compensation or suspension in case Kraker exceeds an agreed delivery date.

4.5 After the contract has been agreed, the buyer is not allowed to cancel his order anymore. If, for whatever reason, the buyer does not enable Kraker to deliver the ordered trailer, the buyer is liable to pay 15% of the contract price for types CF Best, CF200 and CF400. For special types, the buyer is liable tot pay 30% of the contract price in that case.

Art. 5 Products

5.1 Kraker is entitled to make any changes in the product specification according to the development of the product.

5.2 The buyer has no right to dissolution, compensation or suspension in case Kraker changes certain product specifications.

Art. 6 Prices and payments

6.1 The buyer shall pay for the purchased products on the basis of the invoice issued by Kraker according to prices specified in pricelists prepared by Kraker.

6.2 Kraker is entitled to demand security with a view to supplies to be carried out or to charge the buyer in advance for orders to be carried out.

6.3 Prices given by Kraker in offers and confirmations of orders are ex warehouse and VAT, sales, use and other taxes excluded. The buyer shall be responsible for all taxes applicable to the products supplied by Kraker, unless the buyer provides written proof of exemption.

6.4 All bank charges arising from payments by the buyer or from opening and confirmation of letters of credit are for the account of the buyer.

6.5 The buyer shall pay the invoiced price at least at the delivery date mentioned on the invoice.

6.6 If an order is delivered in parts, Kraker is entitled to demand payment for each partial delivery. An invoice will then be sent for each partial delivery.

6.7 If payment is overdue, the buyer is immediately in default, a notice of default is not required.

6.8 A late charge at the rate of one (1) percent per month or the highest rate of statutory commercial interest allowed by article 6:119a of the Netherlands Civil Code, whichever is higher, shall be applied to the total invoice price for payments not received within thirty (30) days after the date of invoice.

6.9 If after a contract has been agreed and before the trailer is delivered the prices of tools, raw materials or parts, wages or any other price-determining factors change, Kraker shall be permitted to alter the price accordingly. This give the buyer no right to dissolve the contract, or to claim compensation or suspension.

Art. 7 Retention of title

7.1 All products delivered by Kraker, spare parts included, will remain property of Kraker until their full payment has been received by Kraker.

7.2 Products supplied by Kraker subject to a retention title may only be sold in the context of the normal conduct of business.

7.3 The buyer of these goods is obliged to insure the goods subject to retention of title and to keep them insured against fire, water damage, explosion and against theft.

7.4 In case Kraker wants to exercise his retention of title, all transport and other costs related to it will be for the account of the buyer.

7.5 In case Kraker exercises his retention of title, the buyer is liable tot pay 15% of the contract price for types CF Best, CF200 and CF400. For special types, the buyer is liable tot pay 30% of the contract price.

Art. 8 Risk, transport, conditions and insurance

8.1 All transport shall take place under ‘Ex Works’ conditions, which means that the buyer shall carry all costs and risks after the products have left the company of Kraker in Axel. The buyer shall take care of all legal and financial formalities of the transport, all formalities of the import of the trailer in the buyer’s country included.

8.2 In the event of supply through third parties, the goods to be supplied are at the risk of the buyer from the moment the goods have left the plants or warehouses of the third party.

Art. 9 Use of trade mark

9.1 The owner or user of the Kraker Trailers will not remove, modify, or in any other way camouflage or change the Kraker's trade mark on the products, on the packaging or on promotional materials.

9.2 In the event of a breach of the prohibition mentioned in article 9.1, the owner or user is liable to a penalty of € 100,- per breach and for each day the breach continues, without prejudice to Kraker's right to demand full compensation.

Art. 10 Guarantee and repairs

1-year for construction defects and paintwork:

10.1 Kraker delivers new trailers with a 1-year guarantee on construction defects and paintwork unless other guarantee conditions have been agreed upon in writing. For types CF Best, CF200 and CF400 this period can be prolonged to 5 years provided the additional conditions as mentioned in article 10.10, article 10.11 and article 10.12 will be fulfilled.

10.2 The guarantee period will be 1 year from the date the trailer was delivered to the final buyer and will in no event exceed a six (6) year period from the date Kraker delivered the product to a distributor or another party.

10.3 Specific instructions mentioned in the user's manual regarding to the use and maintenance the trailer must have been followed in order to be entitled to lodge a valid guarantee claim.

Trailer body paintwork:

10.4 For the paintwork of the vehicle body, Kraker Trailers and the paintwork supplier have a guarantee agreement. The % of guarantee reduces in time due to wearing, respectively 100% for the 1st. year, 80% for the 2nd., 60% for the 3d., 40% for the 4th. and 20% for the 5th. year. This agreement is available upon request. Kraker Trailers applies the same conditions as stated in this agreement to the guarantee agreement with the owner of the vehicle.

10.5 If there is matter of a minimal problem, which does not endanger the security and function of the trailer and/or the costs related to solving the problem are not in proportion to the problem the guarantee application will be rejected.

10.6 Corrosion in the welded seam, and just above the welded seam of the lower boarder profile and sidewall plank profiles cannot always be prevented. A minimal form of this corrosion is excluded of guarantee on basis of the preceding paragraph.

10.7 Specific (washing- and cleaning) instructions mentioned in the user's manual regarding to the body paintwork must have been followed in order to be entitled to lodge a valid guarantee claim.

Zinc coated chassis guarantee

10.8 For the zinc coating of the chassis, Kraker Trailers and the zinc-coating supplier have a guarantee agreement. This agreement is available upon request. Kraker Trailers applies the same conditions as stated in this agreement on the guarantee agreement with the owner of the vehicle.

10.9 If there is matter of a minimal problem, which does not endanger the security and function of the vehicle and/or the costs related to solving the problem are not in proportion to the problem the guarantee application will be rejected.

General guarantee terms and conditions:

10.10 Guarantee will only be valid on the following terms and conditions:

10.10.1 The owner must be in possession of guarantee certificate, stamped, signed and dated by an authorized Kraker dealer. Kraker has the right to refuse a guarantee request if the guarantee certificate is not completed fully or incorrectly.

10.10.2 Guarantee only covers normal use.

10.10.3 Guarantee on suitability for a certain cause or saleability is excluded.

10.10.4 Normal and periodical maintenance must have been carried out according to the users' manual and the vehicle must have been used for the purpose it was constructed for.

Terms and conditions for prolonged 5-years period of guarantee:

10.11 The trailer must be checked by an authorized Kraker service partner annually. This annual check concerns the construction and finish and must be carried out on the basis of the check list drawn up by Kraker Trailers. This checklist is available for dealers and service partners on www.krakertrailers.eu. Appointments for this check must be arranged by the owner of the trailer. Costs of the annual check will be determined by the service point and will have to be paid by the owner of the trailer.

10.12 The owner of the trailer remains responsible for correct and complete use of the guarantee certificate by the service dealer.

10.13 Guarantee procedure and repairs:

10.13.1 Repair costs of guarantee repairs must previously be approved by Kraker every time a repair appears. The consent or refuse for repair costs will be transmitted per letter, e-mail of fax to the service partner (or non-Kraker) dealer within maximum two (2) working days after receiving any request.

10.13.2 Guarantee claims will only be handled if the guarantee claim form is completely and correctly filled in and submitted to Kraker. This form must be sent digitally to Kraker trailers at: service@krakertrailers.eu.

10.13.3 Replaced parts must be kept available for inspection by Kraker. They must be returned to Kraker if Kraker decides this necessary. Defect parts returned to Kraker will only be handled if they are accompanied with a completely and correctly filled in return parts form.

10.13.4 After Kraker has received a guarantee claim, Kraker will provide the claimant with a guarantee claim number, which does not implies that Kraker has accepted the guarantee claim.

10.13.5 Guarantee repairs must be performed by selected Kraker service partners. If for any reason repairs should be carried out by a non-Kraker dealer, Kraker only compensates the costs which Kraker calculates for the specific part or repair.

10.13.6 Kraker reserves the right to carry out guarantee repairs on a trailer at his factory in Axel if Kraker considers this necessary. Transport costs will be for the account of the final client of the trailer.

10.13.7 The previously accepted repair costs recognized as guarantee will be paid by Kraker directly to the service partner or the dealer.

10.13.8 The guarantee only covers repair costs with regard to construction defects. Reimbursing of labour costs will occur according to Kraker's guidelines.

10.13.9 In case of lack of agreement a German TUV expert previously accepted by both parties shall be consulted in order to determine whether a repair should be considered as guarantee.

10.13.10 The costs charged by TUV for the survey of damage will be for the account of the final client of the trailer in case the TUV expert determines that the repair is not to be considered as guarantee. In case the TUV expert determines that a repair should be considered as guarantee, the costs charged by TUV will be for the account of Kraker.

10.13.11 Guarantee for brakes, lighting, hydraulics, axles, moving floors and parts subject to wear and tear will only be covered by guarantee if the supplier of

these components considers the defect to be covered by his guarantee period and conditions. Kraker will submit these claims to the component supplier and will charge the repair costs at the owner of the trailer. If the component supplier considers the guarantee to be applicable, Kraker will credit the charged costs.

10.13.12 The owner of the trailer or the service partner may also contact the supplier of these components directly in order to submit a guaranty claim regarding a component.

10.13.13 In case replaced parts have been ordered at Kraker, the costs will be charged and must be paid awaiting the possible guarantee cover. If these costs turn out to be covered by guarantee, Kraker will credit the charged costs.

10.13.14 The full conditions of the guarantee are embodied in the trailer handbook.

10.14 Spare parts:

Kraker shall ensure supply of spare parts during the 5-years guarantee period. The recognized service points have all the usual parts in stock. If however for any reason a spare part is not in stock, Kraker will deliver the spare parts within maximum ten (10) working days.

10.15 Exclusions and expirations

10.15.1 In case the technical condition of the trailers has been changed significantly after delivery or the annual check, Kraker can refuse any guarantee claim, unless Kraker has been informed in advance about this technical change and has given written approval for the change and confirms that the guarantee for the trailer will still be valid.

10.15.2 Guarantee does not include normal wear and tear.

10.15.3 Guarantee does not include damage caused by operational failures.

10.15.4 Guarantee expires the moment the trailer is sold without notification to Kraker.

10.15.5 Guarantee repairs will not prolong the guarantee period.

10.15.6 Minimal problems, not endangering the security and the functioning of the trailer will not be covered by the guarantee if the repair costs are not proportional to the problem.

10.15.7 The following costs will in no event be covered by the guarantee:

10.15.7.1 Transport costs of the trailer.

10.15.7.2 Travelling expenses.

10.15.7.3 Loss of income (real and estimated).

10.15.7.4 Rental costs.

10.15.7.5 Cargo damage.

10.15.7.6 Consequential damage, direct as well as indirect.

10.16 Kraker reserves the right to refuse a guarantee claim in case these guarantee conditions or other general conditions have no be fulfilled by the claimant.

Art. 11 Cession of the rights and obligations

11.1 Rights and obligations arising from these terms and conditions may be transferred to third parties only after prior written consent of the other party involved.

11.2 Rights and obligations resulting from these terms and conditions shall be transferred to legal successors of the parties

Art. 12 Liability of the parties

12.1 Kraker takes no responsibility for any lawful or unlawful action of the final buyer towards third parties or customers that may cause any damages.

12.2 Kraker takes no responsibility for any damages suffered by or claims made by any third party or customer with regard to Products used by the buyer.

12.3 Parties warrant that they are adequately insured for liability, at least to the amount of € 1.250.000,-.

12.4 In case of any defects on delivered products the buyer shall report so within five (5) days to Kraker.

12.5 Kraker shall in no event be liable for any indirect, incidental, special or consequential damages arising out of or relating to the sale or use of its products by the buyer.

12.6. Kraker's liability whether based in contract, tort, or otherwise, shall not in any event exceed the amount paid by the liability insurance company. In case the liability insurance company does not pay any imdemnification, Kraker's liability shall not exceed the contract price for the particular products to a maximum of € 25.000,-.

Art. 13 Force majeure:

13.1 Kraker's default shall not be attributable if she is in a situation of force majeure. Force majeure is understood to mean:

13.1.1 Interruption of operations of whatever nature, regardless of the manner in which it arose.

13.1.2 Technical difficulties of whatever kind, hindering the production.

13.1.3 Overdue supply or other supply difficulties by Kraker's suppliers.

13.1.3 Transport difficulties or restrictions of whatever kind, hindering or restricting the transport to the buyer.

13.1.4 War (threat), riots, sabotage, floods, fire, lockouts, plant occupation, strikes and new government measures.

13.2 Kraker reserves the right to dissolve the agreement in case of force majeure.

Art. 14 Governing Law, disputes

14.1 Shall any dispute arise as a result of performance or interpretation of provisions of these terms and conditions or in relation to these terms and conditions, parties will first try to solve it by means of compromise.

14.2 If the Parties fail to reach mutual agreement, they will refer the dispute to the Court of Middelburg, the Netherlands.

14.3 In the event of disagreement or lack of clarity about the meaning or interpretation of one or more of the underlying terms or conditions, the user's manual shall be decisive.

14.4 These terms and conditions and all other arrangements arising from them will be governed by Dutch law exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.